

EX PARTE OR LATE FILED

BELLSOUTH

Kathleen B. Levitz
Vice President-Federal Regulatory

DOCKET FILED ORIGINAL

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May 27, 1998

MAY 27 1998

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
1919 M Street, NW, Room 222
Washington, D.C. 20554

Re: Written Ex Parte in:
CC Docket No. 97-208, CC Docket No. 97-231,
CC Docket No. 97-121, CC Docket No. 97-137,
And CC Docket No. 96-98

Dear Ms. Salas:

This is to inform you that BellSouth Corporation has responded today in a written ex parte to requests for information not previously included in the record of any of the proceedings listed above. The staff made its request for the information included as Attachment 1 at a meeting of with representatives of BellSouth Corporation that occurred on May 5, 1998. The information included in Attachment 2 responds to a Common Carrier Bureau staff request made at a subsequent meeting on May 19, 1998. We have already filed with you notices of those meetings, at which we discussed issues related to the requirements of Sections 251 and 271 the Communications Act of 1934, as amended.

Pursuant to Section 1.1206(a)(1) of the Commission's rules, we are filing two copies of this notice and that written ex parte presentation. Please associate this notification with the above-referenced proceedings.

Sincerely,

Kathleen B. Levitz

Kathleen B. Levitz
Vice President-Federal Regulatory

Attachment

cc: Carol Matthey
Joe Welch

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BELLSOUTH

Kathleen B. Levitz
Vice President-Federal Regulatory

May 27, 1998

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Ms. Carol Matthey, Chief
Policy and Program Planning Division
Common Carrier Bureau
Federal Communications Commission
1919 M Street, NW, Room 222
Washington, D.C. 20554

Re: Written Ex Parte in:
CC Docket No. 97-208, CC Docket No. 97-231,
CC Docket No. 97-121, CC Docket No. 97-137,
and CC Docket No. 96-98

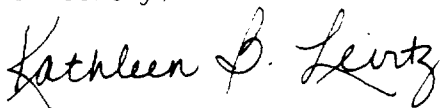
Dear Ms. Matthey:

On May 5, 1998, representatives of BellSouth met with you and your staff to discuss issues relating to BellSouth's compliance with the requirements of Section 271 (c)(2)(B). At that time the staff asked for the information included as Attachment 1 to this letter. At a subsequent meeting with BellSouth representatives that occurred on May 19, 1998, your staff requested additional information. That information can be found in Attachment 2 to this letter.

If after reviewing the attachments your staff concludes that it needs additional or different information, please call me at (202) 463-4113.

Pursuant to Section 1.1206(a)(1) of the Commission's rules, we have filed with the Secretary of the Commission two copies of this written ex parte presentation in each of the proceedings listed above.

Sincerely,



Kathleen B. Levitz
Vice President - Federal Regulatory

Attachment

cc: Joe Welch

ATTACHMENT 1

QUESTIONS FROM FCC MEETING MAY 5, 1998

Unbundled Local Switching (Checklist Item #6)

1. If a CLEC requests "true-ULS" would BellSouth be willing to provide this arrangement. By "true ULS" we mean the CLEC would take a UNE loop, UNE local switching, and a dedicated trunk to the RBOC tandem switch. Its trunk port would be considered its point of interconnection to our network.

RESPONSE: BellSouth will provide a UNE loop, a port and dedicated transport to the CLEC's collocation space where the CLEC can combine these elements. This arrangement will apply in all states with the exception of Kentucky where BellSouth is required to recombine the loop and port.

If the question is whether BellSouth will send calls terminated at the tandem (calls destined for MCI customers/ incoming calls) through a dedicated transport link to BellSouth's switch, this is not technically feasible. When a call comes into the tandem switch, the tandem cannot distinguish calls based on the called number and send some calls to one trunk group and some calls to another. For example, when the tandem receives calls with an NXX of 233, all calls destined for that NXX would be routed over the same trunk group. The tandem cannot determine whether some calls to that NXX should be sent over one trunk group and other calls should be sent over another trunk group. Since multiple companies would have customers with that NXX, MCI's customers could not be distinguished from another company's customers.

2. The code conversion issue teed up in the MCI ex parte.

RESPONSE: Code conversion cannot be accomplished in 1A switches because 1A switches are not technically capable of performing code conversion. However, some code conversion can be done in the DMS and 5E switches as done in South Florida.

3. MCI asserts that it needs its 0- calls to be sent using FGD but we use MOSS. It explains that a switch could send using either FGD or MOSS because the switch makers said they can modify switches to do both. MCI also says it is willing to pay for the upgrade. It says that this would be a modification to permit interconnection and is a parity issue, not a superior quality issue. They add that no RBOC is willing to offer them the option of both FGD and MOSS. What is BellSouth's position on this?

RESPONSE: The assumption is that MCI is referring to resold and/or unbundled port lines being routed to MCI's Operator Services Platform. Also, MCI may be asking for BellSouth to implement switch upgrades which allow the switch to be programmed to include a "Local PIC" in addition to an intraLATA and interLATA

PIC. If this assumption is correct, BellSouth would need a BFR/BOR to work the issue with our switch vendors to determine the cost and timeframe. BellSouth would be willing to pursue this request if MCI is willing to pay for the upgrade(s) and/or the development of such upgrades.

Also, a recent trial with a CLEC has indicated that feature functionality for 0- calls is not compatible with FGD trunks (0+, 611, etc.) due to routing instructions not inherent in the switch. MOSS, which utilizes MF inband signaling, is the industry standard for OS signaling. FGD, which utilizes out-of-band signaling (SS7), is the standard for equal access calls.

4. At least one CLEC says that it wants to define its local calling areas differently from the RBOC serving a particular area. It wants to use dedicated trunking to route some calls and common or shared trunking for routing others. It also says that RBOCs have said it can't have this option. What is BellSouth's position and why?

RESPONSE: A CLEC can define its local calling area any way it wants to define it and does not have to use the same RBOC service area. BellSouth, however, will bill the CLECs based on BellSouth's definition of local service area.

The assumption is that the CLEC has dedicated trunking for local traffic and is requesting the ability to route overflow traffic from dedicated trunk groups to common or shared trunking at peak times. The switch capability to provide a trunk group that can send and record traffic for both types of calls is not currently available. Initially, the CLEC must choose the type of trunk groups the CLEC wants the traffic routed to (common or dedicated). A CLEC is billed based on usage for common transport and is billed on a flat rate basis for dedicated transport. When a call is originated, BellSouth's current network configuration does not allow it to determine whether usage is to be billed or not on a per call basis. All parties in a given switch must either be billed based on usage or flat rated. If a CLEC wants the overflow arrangement described, BellSouth may be able to develop it through establishing specialized sorting and measurement capabilities. This request should be handled through the Bona Fide Request process.

5. In an earlier conversation with Bill Stacy, he had said that BellSouth was willing to provide ADUF in mechanized fashion, but hadn't reached an agreement with any CLEC to do so. Has this changed and is BellSouth providing ADUF to any CLEC?

BellSouth currently offers ADUF in a mechanized fashion. BellSouth has been testing ADUF with AT&T and MCI and is currently ready, willing and able to provide data via ADUF whenever AT&T and MCI are willing to reach an agreement with BellSouth.

6. The staff understood BellSouth to say that in all its interconnection agreements, as an interim measure until terminating traffic can be measured, there is a provision under which BST will bill the originating party for a call transiting for originating ULS, transport and terminating ULS and the terminating CLEC will not bill the originating party. AT&T says it has not agreed to any such provision in its interconnection agreements with us. The question the staff wants answered is "do they or don't they?"

The BellSouth/AT&T Interconnection Agreements do not specify how specific billing scenarios will be handled. In the AT&T Contract, Attachment 6, Page 2, paragraph 2.4, the contract states that "BellSouth will bill AT&T based on the actual charges incurred, provided, however, for those usage based charges where actual charge information is not determinable by BellSouth because the jurisdiction (i.e., interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges." Similar language is found in the Sprint and MCI agreements as well as any other interconnection agreement modeling AT&T's agreement. At AT&T's request, the parties met to discuss how specific billing scenarios will be handled. On November 3, 1997, BellSouth sent a letter to AT&T accepting an interim billing solution.

ATTACHMENT 2

May 27, 1998

In response to the FCC staff's request for information concerning the CLECs and ICOs who have not agreed to allow BellSouth to provide the CLEC's and the ICO's directory listings to third parties, BellSouth submits the following information.

- Attachment 1 is a list of the CLECs who have not agreed for their listings to be provided to third parties.
- Attachment 2 provides excerpts from each of those CLEC's interconnection agreements with BellSouth showing language stating that "BellSouth shall refer any requests from third parties for [CLEC's] Customer List information to [CLEC]".
- Attachment 3 is a list of the ICOs which indicates the status of their agreement with BellSouth to provide directory listings to third parties. A "yes" in the response column indicates that the ICO has provided written confirmation to BellSouth permitting BellSouth to provide the ICO's directory listings to third parties. A "no" in the response column indicates that the ICO has provided written confirmation to BellSouth not permitting BellSouth to provide the ICO's directory listings to third parties. Where there is no response indicated for a particular ICO, this indicates that the ICO has not responded to BellSouth in writing concerning this issue.
- Attachment 4 is an excerpt from a basic agreement between BellSouth and an ICO which addresses, among other things, protection of directory listings.

ATTACHMENT I

The following CLECs have language in their interconnection agreements which prohibits BellSouth from providing their directory listings to third parties:

Interprise America
Alltel (ACI)
Ameritech Communications International, Inc.
AT&T
CTC Exchange Services, Inc.
Entergy Hyperion
Golden Harbor of Florida, Inc. d/b/a Hometown Telephone
Golden Harbor of Georgia, Inc.
Shell Offshore Services Company
Sprint

The following are excerpts from interconnection agreements between BellSouth and the CLECs who have not agreed to allow Bellsouth to provide the CLEC's directory listings to third parties.

EXCERPT FROM INTERPRISE AMERICA
INTERCONNECTION AGREEMENT WITH
BELL SOUTH. SEE ¶ 20.1.

Page 22

18.

Branding

The Parties agree that the services offered by Interprise America that incorporate Services and Elements made available to Interprise America pursuant to this Agreement shall be branded as Interprise America services, unless BellSouth determines to unbrand such Services and Elements for itself, in which event BellSouth may provide unbranded Services and Elements. Interprise America shall provide the exclusive interface to Interprise America Customers, except as Interprise America shall otherwise specify. In those instances where Interprise America requires BellSouth personnel or systems to interface with Interprise America Customers, such personnel shall identify themselves as representing Interprise America, and shall not identify themselves as representing BellSouth. Except for material provided by Interprise America, all forms, business cards or other business materials furnished by BellSouth to Interprise America Customers shall be subject to Interprise America's prior review and approval. In no event shall BellSouth, acting on behalf of Interprise America pursuant to this Agreement, provide information to Interprise America local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for Interprise America to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets Interprise America's branding requirement. For installation and repair services, Interprise America agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave-Behind- Material"). Interprise America will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify Interprise America of material supply exhaust in sufficient time that material will always be available. BellSouth may leave a generic card if BellSouth does not have an Interprise America specific card available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute Interprise America's Leave-Behind-Material. In the alternative, Interprise America may elect to utilize the generic leave behind card provided by BellSouth.

19.

Directory Listings Requirements

19.1

BellSouth shall make available to Interprise America, for Interprise America customers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall Interprise America customers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its customers.

19.1.1 **DELETED**

19.1.2 **DELETED**

19.1.3 Subject to execution of an Agreement between Interprise America and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to Interprise America or Interprise America's customers); (2) Interprise America's business customers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to Interprise America or Interprise America's customers; (3) copies of such directories shall be delivered by BAPCO to Interprise America's customers; (4) Interprise America will sell enhanced White Pages Listings to Interprise America customers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to Interprise America customers.

19.1.4 BAPCO will provide Interprise America the necessary publishing information to process Interprise America's customers directory listings requests including, but not limited to:

1. Classified Heading Information
2. Telephone Directory Coverage Areas by NPA/NXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing Interprise America's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

19.2 BellSouth will provide Interprise America the proper format for submitting customer listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord Interprise America's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to Interprise America's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

19.3 BellSouth will include Interprise America customer listings in BellSouth's directory assistance databases and BellSouth will not charge Interprise

America to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.

20. **Subscriber List Information/Local Number Portability**

20.1 BellSouth shall refer any requests from third parties for Interprise America's Customer List Information to Interprise America.

20.2 Local Number Portability shall be provided as set forth in Attachment 8.

21.A **Insurance Requirements**

Both parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law, and may at their own cost and expense purchase insurance or self-insure their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either party.

21.B **Costs**

Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.

21.B.1 **DELETED**

21.C **Pre-Ordering Information**

21.C.1 BellSouth shall provide Interprise America with access on a real-time basis via electronic interfaces to all services and features technically available from each switch, by switch CLLI and access to street address detail for the provisioning of a service request. This information is currently contained in BellSouth's Regional Street Address Guide ("RSAG") and Products and Services Inventory Management (P/SIMS).

21.C.2 If Interprise America dials in, Interprise America will obtain from BellSouth a security card featuring a unique password identification which will be changed periodically by BellSouth. A nonrecurring charge of One Hundred (\$100.00) Dollars will be applied to each security card provided, including duplicates furnished to additional users or furnished as a replacement of lost or stolen cards.

EXCERPT FROM ALLTEL (ACI)
INTERCONNECTION AGREEMENT WITH
BELLSOUTH. SEE 91 20.1. Page 20

shall not identify themselves as representing BellSouth. Except for material provided by ACI, all forms, business cards or other business materials furnished by BellSouth to ACI Customers shall be subject to ACI's prior review and approval. In no event shall BellSouth, acting on behalf of ACI pursuant to this Agreement, provide information to ACI local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for ACI to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets ACI's branding requirement. For installation and repair services, ACI agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). ACI will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify ACI of material supply exhaust in sufficient time that material will always be available. BellSouth may leave a generic card if BellSouth does not have an ACI specific card available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute ACI's Leave Behind Material.

19. Directory Listings Requirements

19.1 BellSouth shall make available to ACI, for ACI subscribers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall ACI subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

19.1.1 Subject to execution of an Agreement between ACI and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to ACI or ACI's subscribers); (2) ACI's business subscribers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to ACI or ACI's subscribers; (3) copies of such directories shall be delivered by BAPCO to ACI's subscribers; (4) ACI will sell enhanced White Pages Listings to ACI subscribers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to ACI subscribers.

19.1.2 BAPCO will provide ACI the necessary publishing information to process ACI's subscribers directory listings requests including, but not limited to:

1. Classified Heading Information

2. Telephone Directory Coverage Areas by NPA/NXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing ACI's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

19.2 BellSouth will provide ACI the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord ACI's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to ACI's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

19.3 BellSouth will include ACI subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge ACI to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.

20. **Subscriber List Information/Local Number Portability**

20.1 BellSouth shall refer any requests from third parties for ACI's Subscriber List Information to ACI.

20.2 Local Number Portability shall be provided as set forth in Attachment 8.

20.A **Insurance Requirements**

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

20.B **Costs**

EXCERPT FROM ACII INTERCONNECTION AGREEMENT WITH BELL SOUTH. SEE 9121.2.

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generic leave behind material. BellSouth will notify ACII of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute ACII's Leave Behind Material.

20. Directory Listings Requirements

20.1 BellSouth shall make available to ACII, for ACII subscribers, nondiscriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall ACII subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1 DELETED

20.1.2 DELETED

20.1.3 Subject to execution of an Agreement between ACII and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate); via the BellSouth ordering process, (basic listing shall be at no charge to ACII or ACII's subscribers); (2) ACII's business subscribers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process at no charge to ACII or ACII's subscribers; (3) copies of such directories shall be delivered by BAPCO to ACII's subscribers; (4) ACII will sell enhanced White Pages Listings to ACII subscribers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to ACII subscribers.

20.1.4 BAPCO will provide ACII the necessary publishing information to process ACII's subscribers directory listings requests including, but not limited to:

1. Classified Heading Information
2. Telephone Directory Coverage Areas by NPA/NXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing ACII's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

- 20.2 BellSouth will provide ACII the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord ACII's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO's own directory listing information, and BellSouth shall limit access to ACII's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.
- 20.3 BellSouth will include ACII subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge ACII to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.
- 20.4 **DELETED**
21. **Subscriber List Information/Local Number Portability**
- 21.1 **DELETED**
- 21.2 BellSouth shall refer any requests from third parties for ACII's Subscriber List Information to ACII.
- 21.3 Local Number Portability shall be provided as set forth in Attachment 8.
- 21.A **Insurance Requirements**

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

21.B **Costs**

Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.

EXCERPT FROM AT&T INTERCONNECTION
AGREEMENT WITH BELL SOUTH.
SEE ¶ 21.2.

AT&T's subscribers; (4) AT&T will sell enhanced White Pages Listings to AT&T subscribers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to AT&T subscribers.

20.1.4 BAPCO will provide AT&T the necessary publishing information to process AT&T's subscribers directory listings requests including, but not limited to:

1. Classified Heading Information
2. Telephone Directory Coverage Areas by NPA/NXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing AT&T's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

20.2 BellSouth will provide AT&T the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord AT&T's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to AT&T's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

20.3 BellSouth will include AT&T subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge AT&T to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.

20.4 **DELETED**

21. **Subscriber List Information/Local Number Portability**

21.1 **DELETED**

21.2 BellSouth shall refer any requests from third parties for AT&T's Subscriber List Information to AT&T.

21.3 Local Number Portability shall be provided as set forth in Attachment 8.

21.A **Insurance Requirements**

EXCERPT FROM CTES INTERCONNECTION
AGREEMENT WITH BELL SOUTH.
SEE 91 2112.

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at no charge for use by BellSouth ("Leave Behind Material"). CTES will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify CTES of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute CTES's Leave Behind Material.

20. Directory Listings Requirements

20.1 BellSouth shall make available to CTES, for CTES subscribers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall CTES subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1 DELETED

20.1.2 DELETED

20.1.3 Subject to execution of an Agreement between CTES and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to CTES or CTES's subscribers); (2) CTES's business subscribers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to CTES or CTES's subscribers; (3) copies of such directories shall be delivered by BAPCO to CTES's subscribers; (4) CTES will sell enhanced White Pages Listings to CTES subscribers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to CTES subscribers.

20.1.4 BAPCO will provide CTES the necessary publishing information to process CTES's subscribers directory listings requests including, but not limited to:

1. Classified Heading Information
2. Telephone Directory Coverage Areas by NPANXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories

5. Information about Listing CTES's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

20.2 BellSouth will provide CTES the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord CTES's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to CTES's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

20.3 BellSouth will include CTES subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge CTES to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.

20.4 **DELETED**

21. **Subscriber List Information/Local Number Portability**

21.1 **DELETED**

21.2 BellSouth shall refer any requests from third parties for CTES's Subscriber List Information to CTES.

21.3 Local Number Portability shall be provided as set forth in Attachment 8.

21.A **Insurance Requirements**

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

21.B **Costs**

EXCERPT FROM HYPERION INTERCONNECTION
AGREEMENT WITH BELL SOUTH
SEE 91.21.2.

Page 2

provided by Hyperion, all forms, business cards or other business materials furnished by BellSouth to Hyperion Customers shall be subject to Hyperion's prior review and approval. In no event shall BellSouth, acting on behalf of Hyperion pursuant to this Agreement, provide information to Hyperion local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for Hyperion to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets Hyperion's branding requirement. For installation and repair services, Hyperion agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). Hyperion will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify Hyperion of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute Hyperion's Leave Behind Material.

20. **Directory Listings Requirements**

20.1 BellSouth shall make available to Hyperion, for Hyperion subscribers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall Hyperion subscribers receive Directory Listings that are at less favorable rates terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1 **DELETED**

20.1.2 **DELETED**

20.1.3 Subject to execution of an Agreement between Hyperion and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to Hyperion or Hyperion's subscribers); (2) Hyperion's business subscribers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to Hyperion or Hyperion's subscribers; (3) copies of such directories shall be delivered by BAPCO to Hyperion's subscribers; (4) Hyperion will sell enhanced White Pages Listings to Hyperion subscribers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to Hyperion subscribers.

20.1.4 BAPCO will provide Hyperion the necessary publishing information to process Hyperion's subscribers directory listings requests including, but not limited to:

1. Classified Heading Information
2. Telephone Directory Coverage Areas by NPA/NXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing Hyperion's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

20.2 BellSouth will provide Hyperion the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord Hyperion's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to Hyperion's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

20.3 BellSouth will include Hyperion subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge Hyperion to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.

20.4 DELETED

21. Subscriber List Information/Local Number Portability

21.1 DELETED

21.2 BellSouth shall refer any requests from third parties for Hyperion's Subscriber List Information to Hyperion.

21.3 Local Number Portability shall be provided as set forth in Attachment 8.

21.A Insurance Requirements

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000).

EXCERPT FROM GHG INTERCONNECTION
AGREEMENT WITH BELL SOUTH.
SEE 9/21.2.

19.

Branding

The Parties agree that the services offered by GHG that incorporate Services and Elements made available to GHG pursuant to this Agreement shall be branded as GHG services, unless BellSouth determines to unbrand such Services and Elements for itself, in which event BellSouth may provide unbranded Services and Elements. GHG shall provide the exclusive interface to GHG Customers, except as GHG shall otherwise specify. In those instances where GHG requires BellSouth personnel or systems to interface with GHG Customers, such personnel shall identify themselves as representing GHG, and shall not identify themselves as representing BellSouth. Except for material provided by GHG, all forms, business cards or other business materials furnished by BellSouth to GHG Customers shall be subject to GHG's prior review and approval. In no event shall BellSouth, acting on behalf of GHG pursuant to this Agreement, provide information to GHG local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for GHG to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets GHG's branding requirement. For installation and repair services, GHG agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). GHG will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify GHG of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute GHG's Leave Behind Material.

20.

Directory Listings Requirements

20.1

BellSouth shall make available to GHG, for GHG subscribers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall GHG subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1

DELETED

20.1.2

DELETED

20.1.3

Subject to execution of an Agreement between GHG and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO")

substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to GHG or GHG's subscribers); (2) GHG's business subscribers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to GHG or GHG's subscribers; (3) copies of such directories shall be delivered by BAPCO to GHG's subscribers; (4) GHG will sell enhanced White Pages Listings to GHG subscribers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to GHG subscribers.

20.1.4 BAPCO will provide GHG the necessary publishing information to process GHG's subscribers directory listings requests including, but not limited to:

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2. Telephone Directory Coverage Areas by NPA/NXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing GHG's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

20.2 BellSouth will provide GHG the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord GHG's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to GHG's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

20.3 BellSouth will include GHG subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge GHG to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.

20.4 **DELETED**

21. **Subscriber List Information/Local Number Portability**

21.1 **DELETED**

21.2 BellSouth shall refer any requests from third parties for GHG's Subscriber List Information to GHG.

21.3 Local Number Portability shall be provided as set forth in Attachment 8.

21.A **Insurance Requirements**

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

21.B **Costs**

Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.

21.B.1 **DELETED**

21.C **Pre-Ordering Information**

21.C.1 BellSouth shall provide GHG with access on a real-time basis via electronic interfaces to all services and features technically available from each switch, by switch CLLI and access to street address detail for the provisioning of a service request. This information is currently contained in BellSouth's Regional Street Address Guide ("RSAG") and Products and Services Inventory Management (P/SIMS).

21.C.2 If GHG dials in, GHG will obtain from BellSouth a security card featuring a unique password identification which will be changed periodically by BellSouth. A nonrecurring charge of One Hundred (\$100.00) Dollars will be applied to each security card provided, including duplicates furnished to additional users or furnished as a replacement of lost or stolen cards.